



4631 Menard Drive, Eau Claire, WI 54703  
Phone: (715) 876-5555

Pioneer Industrial Systems LLC.  
Attn: Todd Hendricks  
16442 US Hwy 20  
Alvordton, OH 43501  
Phone: 419-737-9506  
Fax: 419-737-9641

## Purchase Order

ECPrehung - Eau Claire

1500498

Ship To: Midwest Manufacturing  
4631 Menard Drive  
Blg 20  
Eau Claire, Wisconsin 54703  
Attn: Kip Stuebs  
Phone: (715) 876-3283  
Fax: (715) 876-5563

Date	Terms	Date Required	Ship Via	FOB
4/24/2012	Net 30 Days	4/24/2012	Ground	Vendor

### Notes

#### PICK - CAR

PIONEER INDUSTRIAL SYSTEMS: Will design and build Prehung Pick Cars to allow pick personnel to pick products in a self-propelled pick car between racks at multiple levels.

-Rail speeds 200 FPM; and raising and lowering rates 50 FPM.

-Powered by 480 Volt 3 phase at approx. 40 amps; supplied by overhead buss bar system for power source. Approx. weight 9500# to 10,500# to be confirmed at design calculations. Equipment to include position feedback devices for; lift/horizontal drive systems for future addition of automatic positioning features.

-PIC to include sufficient number and correct type on input points to accommodate position feedback devices. Electric motors equipped with inverter drive and controlled by plc.

-Platform capacity 2,500#, #100 chain for lift or #80 double chain. Velocity fuses to prevent uncontrolled descent in the event of failures. Lowered height of 16" from bottom of lower rail to floor of platform raised to floor of platform-raised height. Must fit Eau Claire; in 30' 3" joist to floor. Floor to bay 20' 6" and must fit Piano; in 28' 4" joist to floor, floor to bay 20' 4".

-Mechanical drive powered by electric motor equipped with inverter drive and controlled by plc- both ends of base to be equipped with bumpers with limit/proxes and or sensors to send a stop signal to control system.

-Mechanical hard stop: to be supplied for welding to lower rail at both ends of travel as a backup stop.

Total:	\$219,000.00
Tax:	\$0.00
Shipping	\$0.00
Grand Total:	\$219,000.00

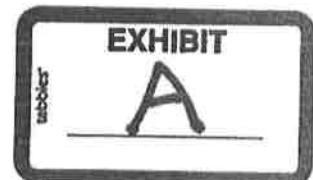
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Shipper	Bill Of Lading Number

#### IMPORTANT

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- 2) PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP THE COMPLETE ORDER BY DATE SPECIFIED
- 3) SEND ALL INVOICES IN DUPLICATE SPECIFIED

Ordered By
Approved By

THIS PURCHASE ORDER IS SUBJECT TO THE CURRENT TERMS AND CONDITIONS ISSUED BY MIDWEST MANUFACTURING. ALL INCONSISTENT TERMS AND CONDITIONS SUBMITTED BY VENDOR SHALL HAVE NO EFFECT. IF VENDOR IS UNSURE OF MIDWEST MANUFACTURING'S CURRENT TERMS AND CONDITIONS, CONTACT MIDWEST MANUFACTURING'S GENERAL OFFICE FOR A COPY.





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- Operator platform with 110vac outlets (1x4 plex) - (2)-110 vac. shielded lights LED/Non fluorescent fixtures in operator cabin with adequate head clearances.
- 4 point hand and foot controls (Cat 3) level as with Menards Pick cars- (2) 10" diameter fans installed above platform - overhead operator restraint bar (2) tie off points - steel tread plate floor - (2) disposal bins with securement for packaging material at back of operator platform.
- Upgrade the door push off system to eliminate the need for a wood door to act as the pusher/upgrade should be capable of pushing in either direction and pushing skid to edge to be final pushed off by operators as observed at site April 9, 2012 - roller bed with drag chains for 80" x 36" pallet and flush pallets.
- Main control panel to include lockable power disconnect switch with fusing-ac inverter drives for motors and plc with Ethernet card - red strobe typical with each end of pick car.
- Buss bar contact shoes similar to Menards Pick cars.

**OPERATION SEQUENCE:** The Pick Cars will function similar to the pick cars observed in the Shelby Iowa facility; as observed on February 6, 2012/April 9, 2012 during meeting with Kip Stuebs and Shane Sarbeck, and photos supplied by same and taken on April 9, 2012. Reference dwgs., and limited specifications as seen on dwgs supplied: S-01766/(1-4 Sheets).:electrical dwgs. as submitted Control Panel Midwest Mfg. PCV 20 L.S001507 P/N 971-xxx (1-2 Sheets).

### SYSTEM INCLUDES:

- Lift Equipment - per spec's Midwest Manufacturing and dwgs supplied.
- Carriage Drive Assembly - Electric motor, gearbox, cam followers, units are 50% wider and 17% longer than Menards Units.
- Lift System - Electric motor/gearbox Unit, Chain, Sprockets, Bearings, Timing Shaft, and mounting brackets, unit is 30% taller than Menards unit.
- Drag Chain - Motor, drive, chain built into operator platform, with chain dogs to move products off of platform. ( Eliminate using a pusher door).
- Drive System - Motor, mechanical components, safety spring loaded both ends with interfaces.
- Operator Platform - Waste material storage in plastic bins, with steel restraints, restraint bar with tie offs for operator, deck plating diamond plate, lights, and fans for operator.
- Electric Components - upgraded to standards supplied by Midwest Manufacturing. Safety to Cat3/PLC upgrade to 1769-132E/Drive upgrade to AB powerflex 40P. Same as Menards Upgrades.
- Electric motor, gearbox for drive and lift system - 2 separate motors and systems with separate controls.
- PLC and programming for operation of Pick Car.
- Safety Guarding.
- Painted and assembled.
- Evaluated and run off at Pioneer.
- Crating and loading, FOB pioneer.

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- Documentation and manuals.
- Installation: Engineering startup supervision at Locations Eau Claire, Wisconsin/Holiday City, Ohio/Plano, Illinois until complete
- 1 engineer, 3 day, 30 hours.

### UPGRADES INCLUDED:

1. Flanged bearing on wheels instead of pillow blocks
2. QD or Taper lock sprockets
3. Formusprag over running clutch
4. Isolate the drive motor on a turnbuckle, rather than rigid plate to the frame to prevent (broken axle)
5. Can be square cut out or expanded steel roof rather than traditional expanded steel
6. Operator hand control grips angled for a better ergonomic feel
7. Guard around opening in front of operator, so operator doesn't have to look Lexan or expanded metal
8. Upgrade from hydraulics to all electric drive
9. Add protection to stop product/pallets from hitting the control cabinet (mechanical fix)
10. Cab needs to be supported better (see for corner lift, cab stronger)
11. Add 2 lights, (see LED) lights in cab, 2 front and 2 rear lights, 2 fans
12. Photo eye/proxys or sensors slow down and stop lights separate
13. Additional guide rollers on the lower rail/size upgrade
14. Allow space/power for FM radio or CB/fire extinguisher
15. Use expanded steel instead of Plexiglas for front window
16. Cabinet can to be mounted at 90 degree to operator platform
17. Safety drop brakes
18. Run conduit/Igus for wireless antenna
19. Space for Citadel monitor

### PIONEER INDUSTRIAL SYSTEMS WILL SUPPLY

- (2) 140M-D8E-C20 MPCB, Standard Magnetic Trip (Fixed at 13 x 10), 10 - 16 A, Std. Performance, Frame Size
- (1) 140M-C2E-B40 2.5 - 4.0
- (3) 140M-C-AFA11 Auxiliary Contact Block, Front Mounted, 1 N.O 1 N.C.
- (1) 1769-L32E CompactLogix EtherNet Processor, 750 Kbyte Memory
- (1) 1769-PB4 Power Supply 24VDC Input 4A @ 5VDC 2A @ 24VDC
- (2) 1769-IQ16 16 Point 24 VDC Sinking/Sourcing Input Module
- (2) 1769-QB16P 16 Point 24 VDC Electronically Fused Sourcing Output Module
- (1) 22D-D017N014 PowerFlex 40P AC Drive, 480VAC, 3PH, 17 Amps, 10 HP, Frame Size C, Panel Mount IP (NEMA Type Open), Display w/Reset Only, Without CE compliant filter, Standard
- (3) 20A-DG01 DriveGuard Safe-Off Interface

Total: \$219,000.00

Tax: \$0.00

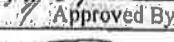
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Approved By	
M. R. Routh	

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- (1) 22D-D012N014 PowerFlex 40P AC Drive, 480VAC, 3PH, 12 Amps, 7.5 HP, Frame Size C, Panel Mount IP (NEMA Type Open). Display w/Reset Only. Without CE compliant filter, Standard
- (1) 22D-D2P3N104 PowerFlex 40P AC Drive, 480VAC, 3PH, 2.3 Amps, 1 HP, Frame Size B, Panel Mount IP (NEMA Type Open), Display w/Reset Only. Without CE compliant filter, Standard
- (1) 20-COMM-E PowerFlex Architecture Class EtherNet/ IP to DPI Communication Adapter
- (1) 440R-D23171 MSR125HP Relay Model, Two-Hand Control, 2 N.O. Immediate Safety Outputs, N/A Auxiliary Outputs, N/A Delayed Safety Outputs, 24V AC/DC Power Supply, Automatic/Manual Reset Removable Terminals
- (1) 700S-CF620EJBC Safety Control Relay, 8 Pole, 3 N.O. / 1 N.C. Base, 3 N.O. / 1 N.C. Auxiliary, Bifurcated Contact, 24V 50/60Hz / 24V DC (w/Elec. Coll)

\*\*\*INCLUDES: Midwest Manufacturing revised scope from plants inputs; which may supersedes this scope if Midwest Manufacturing wants additional upgrades, which will require a scope modification and requote.

### ELECTRICAL CONTROLS:

Included will be 480 volt 3 phase main electrical enclosure with Allen Bradley controller, relays, transformers, starters, and all other necessary controls. Included are all push button stations, field devices, junction boxes, piping, and wiring. Pioneer Industrial Systems is responsible for programming and producing a TOTAL TURNKEY SYSTEM. Add maintenance switch inside control panel, manual operate picker as shown on Pick Car in Shelby.

### WARRANTY:

Warranties covers all new equipment workmanship for a period of one (1) year from date of shipment.

- All Equipment must be brand new
- Equipment must meet OSHA standards

### TERMS:

- 20% Approval of design drawings
- 20% Upon 50% of Manufacturing
- 20% With manufacturing complete
- 20% At shipment
- 10% At installation
- 10% Upon finalization of punch list items, net 30 days (est. 20 weeks)

Purchase (2) Prehung Door Pick Cars, Price \$109,500 each Midwest Manufacturing will be purchasing a 3rd Pick-Car for Holiday City 6 months prior to Holiday City expansion.

### Items

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Approved By	
Mark Roman	

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Qty. Rec'd	Date Rec'd	Item Number	Description	Qty.	Unit Price	U/M	Total
		PICK-CAR	PICK-CAR	2	\$109,500.00 0	N/A	\$219,000.00
Sub Total:							\$219,000.00

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## CONDITIONS OF ORDER

By acceptance of Midwest Manufacturing's purchase order, the Vendor agrees to all of the following provisions:

1. **VENDOR NOTIFICATION:** Vendor must notify Midwest Manufacturing ("Midwest"), within five (5) days of receipt if a purchase order is not accepted by Vendor, including any and all terms and conditions as stated on the purchase order and as stated herein.
2. **DELIVERY AND PRICE:** Vendor agrees to deliver all goods in accordance with the purchase order, at the prices stated on the face thereof, or at lower prices and at any terms and discounts more favorable to Midwest prevailing at the time of shipment.
3. **WARRANTY:** Vendor warrants that all goods and/or services ordered have been or will be advertised, priced, stamped, labeled, tagged, marked, manufactured, compounded or produced, invoiced, and delivered in full compliance with all Federal, State and local laws, rules, regulations and/or ordinances of any kind. Vendor further warrants that all goods shipped will be fit for the intended use and of merchantable quality. Midwest reserves the right to reject any and all goods shipped, or withhold payment of specific invoices for goods which Midwest determines, at its sole discretion, are of inferior quality or otherwise unfit for their intended use.
4. **INDEMNIFICATION:** Vendor shall defend, indemnify and hold Midwest Manufacturing harmless from and against all claims, damages and expense on account of:
  - (a) Any claim of product liability, property damage, personal injury or defect in the goods shipped on the purchase order and/or services provided by Vendor;
  - (b) Any actual or alleged violation or infringement of any intellectual property right, domestic or foreign, including, but not limited to, any patent, trade secret, copyright, trademark, or trade dress violation or infringement arising from Midwest's use, sale or offering for sale of any goods covered by the purchase order and/or services provided by Vendor;
  - (c) Midwest's reliance upon any term, condition or warranty herein or in the purchase order which proves to be false.
5. **RESERVATION OF RIGHTS:** Midwest's rights herein reserved may be exercised at any time as long as breach of the condition continues and shall not be deemed waived by delay or by the presence of the condition in previous transactions between the parties. We reserve the right, in addition to any and all other legal remedies provided by law, to:
  - (a) Deduct any excess transportation charges accrued by reason of the shipment moving over a route or mode of transit other than designated, or due to the goods on any one purchase order being forwarded in more than one shipment or (b) cancel the purchase order in whole or in part in case of strike, fire or other casualty which materially affects Midwest's operations.
6. **TIME IS OF THE ESSENCE:** Vendor agrees to reimburse Midwest for any costs resulting from late delivery of goods on the purchase order. In addition, Midwest may, at its sole discretion, reject or cancel any shipment of goods which will not be delivered by the agreed-upon date of delivery.
7. **MITIGATION OF DAMAGES:** If Midwest, in its sole discretion determines that it will run out of stock due to Vendor's inability to deliver goods by the due date, Midwest may mitigate its damages as provided by law. Vendor agrees to reimburse Midwest, in full, for any other expenses that were caused by Vendor's non-compliance with either the terms herein or the terms on the purchase order, or the terms of any letter of credit regarding the goods of the purchase order, including but not limited to, failure to properly provide UPC bar codes and failure to properly palletize and shrink-wrap the goods to work within Midwest's distribution system, or the rules and regulations of U.S. Customs, or any requirements of any U.S. Customs Broker regarding the transaction.
8. **QUALITY OF GOODS AND RETURNS:** All goods shipped to Midwest by Vendor are to be new and first quality. Vendor agrees to reimburse Midwest for any return of the goods, whether by Midwest or Midwest's customers, for any reason or no reason. Vendor agrees to accept Midwest Manufacturing's account of how much credit is due. Vendor agrees that Midwest Manufacturing does not need to have any customer return documents to verify its account. Vendor agrees not to require that the returns be brought back in its original package. If Vendor wishes to have the returns shipped back to Vendor, it must notify Midwest in writing. Midwest shall not be responsible for notifying the Vendor of the receipt or retention of returned goods. Vendor waives any right to inspect the goods prior to their disposition by Midwest and shall be responsible for all shipping, storage, and handling charges. Midwest does not guarantee the condition of the returns that are shipped back. If Vendor is concerned about the manner or condition of how the returns are shipped back, Vendor shall, at Vendor's sole expense, make whatever arrangement it deems necessary for shipment of the returns. Otherwise, Midwest will liquidate the returns in whatever way it deems most appropriate. If Midwest receives any money from the liquidation of the returns, Midwest shall keep the money for its handling and administrative expenses and no offset will be provided to Vendor. No return authorization numbers will be required for returning the goods or for any reimbursement to Midwest. If Midwest believes, in its sole discretion, that there

have been or will be excessive returns, Midwest may establish a cutoff in an amount equal to the amount that Midwest believes will cover the return of the goods purchased hereunder, and withhold that amount from the amounts due the Vendor under the purchase order or any subsequent purchase order. Vendor agrees that its obligation for the returns will last until all of the goods purchased are sold, plus a period of twelve (12) months, or for the length of Vendor's warranty, whichever is longer.

9. **COMPENSATION FOR RETURNED GOODS:** In consideration of becoming a Vendor for the line(s) of goods listed on the purchase order, you agree to compensate Midwest in full for all goods returned by customers, per the above, including any goods supplied by previous vendors for the line(s) of goods listed on the purchase order.
10. **REIMBURSEMENT:** Vendor agrees to reimburse Midwest for all attorneys' fees and/or expenses, whether incurred through in-house attorneys or outside attorneys, for Vendor's failure to indemnify and hold Midwest harmless as provided in paragraph 4, above, and/or for Vendor's failure to comply with any term or condition hereunder or of the purchase order.
11. **INSURANCE REQUIREMENT:** Vendor agrees to make Midwest an additional insured under its liability insurance policy, under the Vendor's endorsement provisions. Vendor agrees that if it does not have a vendor's endorsement under its liability policy, Vendor will obtain such an endorsement. Vendor shall provide written verification that Midwest is an additional insured, when required by Midwest. Vendor further agrees that the failure to name Midwest as an additional insured due to intent, negligence or inadvertence of the employees or agents of the vendor, including but not limited to the liability insurance carrier or insurance broker, does not relieve the vendor or its liability carrier of its duty to indemnify Midwest Manufacturing on a primary, non-contributory basis against any claims, damages and/or expenses as described in paragraph 4. These insurance requirements (and Vendor's indemnification of Midwest pursuant to paragraph 4) shall also apply to any Vendor-sponsored services, including but not limited to, Vendor product demonstrations, either conducted by Vendor, its agents, or a third party; prizes, giveaways, or similar contests; and celebrity appearances.
12. **GOVERNING LAW AND SEVERABILITY:** Vendor agrees that the terms and conditions hereunder and of the purchase order shall be interpreted and construed solely by the laws of the State of Wisconsin. The invalidity or unenforceability of any part of these Conditions of Order shall not affect or impair the validity of any other part of provision.
13. **REMEDIY:** Vendor agrees that it will first attempt to resolve any dispute by contacting Midwest directly. If Midwest and Vendor are unable to resolve the dispute by these means, Midwest and Vendor agree to submit to final and binding arbitration. Problems, claims, or disputes subject to binding arbitration include, but are not limited to: non-statutory claims such as contractual claims, quasi-contractual claims, tort claims, and any and all causes of action arising under international, federal, or state laws or common law. These claims shall be resolved by binding arbitration at a location chosen by Midwest under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), 225 North Michigan Avenue, Suite 252, Chicago, Illinois 60601-7801, and with AAA-affiliated arbitrators. You hereby agree that all arbitrators selected shall be attorneys. This provision shall supersede any contrary rule or provision of the forum state. This provision constitutes an express waiver of the right to court, jury, or administrative review. Midwest is engaged in commerce using U.S. Mail and telephone service. Therefore, this Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§ 1-14, as amended from time to time. In the event that any arbitration decision or award is deemed invalid, unenforceable or is otherwise vacated, Vendor agrees that any lawsuit brought pursuant to the arbitration, Conditions of Order, and/or the purchase order(s) will be venued exclusively in Circuit Court in Eau Claire County, Wisconsin.
14. **WAIVERS; MODIFICATION:** The failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of or failure to insist upon strict compliance with any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. This Agreement shall not be modified in any respect except by a writing executed by each party hereto. Vendor agrees that any terms or conditions on any forms or documents submitted by Vendor shall be superseded by the terms and conditions hereunder and of the purchase order.
15. **NO PARTNERSHIP OR AUTHORITY:** This AGREEMENT shall not render Vendor an employee, partner, agent or, or joint venturer with Midwest for any purpose. Vendor is and shall remain an independent contractor in its/his/her relationship to Midwest. Midwest shall not be responsible for withholding taxes with respect to Vendor's compensation hereunder. Vendor shall have no claim against Midwest hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health and/or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Vendor agrees hereby to indemnify and hold Midwest harmless from any and all such claims. Neither party hereto shall have the authority to bind the other party, or to sign any instrument or document on its behalf. Likewise, neither party is empowered to make commitments for or on behalf of the other party.